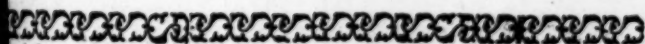


THE
CASE of CONTRACTS
FOR THE
Third & Fourth Subscriptions
TO THE
South-Sea Company,
CONSIDER'D.



(Price Three-Pence.)

THE
C A S E
OF
CONTRACTS

For the THIRD and FOURTH
SUBSCRIPTIONS
TO THE
South - Sea Company,
CONSIDER'D.

*In a LETTER to a Member
of Parliament.*

L O N D O N:

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THE
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CONTRACTS

OF THE
SPECIAL
INVESTIGATION
OF THE
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S I R,



INCE by your Favour (for such I still esteem it, because it was so intended) I obtained a Share in the Third Subscription; I presume to trouble you with the following Particulars in Reference to That, and the Fourth Subscription, which I should not do, were not common Justice, as well as my particular Interest concerned.

'Tis

'Tis well known, that for some time after these Subscriptions were taken in, they were both held Valuable, especially the Third Subscription ; and being so, it is no Wonder, that many, who either were not Subscribers, or were willing to have more Subscription, gave, or contracted to give at a future Time, several Premiums for the same, as the Parties contracting thought fit to agree ; by these Contracts it was plainly the Intent of the Parties, that the Buyer should at all Events stand in the Place of the Subscriber.

As the Method taken by the Company on the former Subscriptions, had been, to give out their Cashier's Receipts to the Subscribers, to be Evidence of their Subscription and Payment ; so no Body in the least doubted but the same Method would be pursued in the Third and Fourth,

Fourth, *viz.* to give out Receipts, pursuant to the Subscriptions, in a reasonable Time: Nay, I have heard, that it is made an Article in the Preamble to the Third Subscription, that the Subscribers should have the Cashier's Receipts for their Subscriptions, which Receipts should be Assignable by Indorsement; for which Reason it was almost universally stipulated in every Contract, that the Seller, whether for ready Money or Time, should deliver the Company's Receipt to the Buyer, which indorsed, would intitle him to the Subscription.

I must not omit that many *Goldsmiths* were induced to advance Money to many of the Subscribers, who wanted it to make their first Payment, for Notes on the Cashier of the Company, to deliver the Receipts when they should come out to such *Goldsmiths*; which Receipts, 'twas thought,

thought, would be proper Pledges for the Money so advanced.

This being the Case, Sir, is it not strange that any one that has the common Ideas of Justice, should make it a serious Question, whether the Company ought to give out these Receipts or not ?

However, at a General Court held the 23d of *December* (if that may be called a Court which was more like a Bear-Garden) it was resolved, That no Receipts for the Third and Fourth Subscriptions should be delivered out without the Direction of a future General Court ; and that the said Subscriptions should be turned into Stock at the Rate of 400*l.* *per Cent.* in the Name of the Subscribers, in Conformity to a Proposal then under the Consideration of the Honourable House of Commons.

Though

Though such Subscribers as have not sold may be well pleased with this Resolution, as bettering the Terms of their Subscription; yet the *Goldsmiths* who advanced Money on such Notes to the Cashier as before-mentioned, when Subscriptions are turned into Stock, in the Names of the Subscribers, may either lose their Money, or be put to very great Difficulties in getting such converted Stock to be transferred to them; and such Subscribers as have made fair and honest Bargains for Sale of their Subscriptions, either for ready Money, or for Time, may be disabled from performing their Contracts; and then the ready Money that has been taken must be returned, and the Contracts for Time be wholly defeated.

This undoubtedly has been the Aim of those, who made the great

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Clainour in the last General Court against giving out Receipts, who not only by hissing, but by Threats of the greatest Violence, intimidated not only Directors from doing Justice, but others from speaking in behalf of their Property ; when many of them being no way concerned themselves, came only to support the unjust Demand of their Friends ; and most of them had no other Right to be there, but in vertue of their Contracts for Subscriptions ; which is no Right at all, but upon Supposition those Contracts take effect, which they very laudably struggled to defeat.

Much has been said of the Hardship of the Buyer's Case, and the Inability of some to perform their Contracts : But I believe few of the Contracts, even for Time, were for a higher *Premium* than 300*l.* per Cent. and many for a much lower.

And

And it is to be considered, there are many harder Cases without any Relief. For Instance: The 1st and 2d Subscriptions bore greater *Premiums* than ever the 3d and 4th; and, as it now stands, the Buyers of them are greater Losers, and yet have no Relief against their Contracts. The same also is the Case of many, who have contracted for the Stock it self. As for the Inability of some to make good their Contracts, themselves ought to have thought of that before they contracted; yet this is not the Case with every body that now pretends so. There are many who were great Gainers by the Rise, who for inconsiderable Sums given out for Refusals, gained prodigiously by the Difference afterwards; Is it at all hard that such should be obliged to perform their Contracts now, that have been less fortunate? Tho' some Chariots lately set up should be in Danger of being put down again,

is it hard that they should lose at one time in the very same way that they have got at another? Especially when many of them would remain very rich still. Where the Inability is real, I doubt not but the gaining Parties would compound upon reasonable Terms; but whilst the Losers have any Hopes of avoiding Contracts, they are not very likely to offer any Composition.

I never heard that Bargains made without Fraud were to be vacated, if they prove hard on one side; for almost all Bargains prove so: If it were so, even Subscriptions themselves, as the Case now stands, should be vacated for that Reason, and the Subscribers have their Money again. Which, by the way, I can't but think they may justly demand, if Receipts are denied them. This the Proprietors of the Stock would do well to consider.

Nor

Nor is the Hardship all on one Side : There are many that in the Epidemical Madness of the last Summer ventur'd their All in the Third Subscription, and selling for ready Money ventured the same again in Stock, or other Subscriptions, or Things that have since had the common Fate of a prodigious Fall; such must necessarily be unable to bear the Loss by the Fall, and to make Repayment too.

There are others that had these Subscriptions given them, and the Money paid down for them almost in Charity, who readily sold for the first Premium that was offer'd, and have paid their Debts with the Money; would it not be hard that such should be obliged to Repay?

It is evident therefore, that there will be Hardships either Way; and
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'tis hard to know on which Side there would be most ; but if it should be judged that more might be relieved by vacating Contracts, yet the Mercy that would be shewed in so doing, would be repugnant to Justice, unless it be Justice to rob Ten to relieve Twenty.

If a Loss be inevitable to one Party or the other, who ought to bear it, but he that has by his own Act contracted to do so, and that would have had all the Gain to himself, if the Chance had fallen on his Side ?

If a Merchant that had a Mind to be vastly Rich, in order to it, should buy up all he could of any Commodity he thought would rise, which contrary to his Hopes should fall in his Hands, would it be reasonable that his Dealers should take
back

back their Goods, and return him his Money upon such Fall?

Would it be reasonable for Insurers to say, when a Loss happens, that they intended to get only, but never to lose?

Shall some Men that had a mighty Mind for Coaches and Six, be permitted to throw the *Levant* for them? And shall others be fobb'd off with, *Cross I win, Pile you lose?*

I know nothing that should any way puzzle this Case (which is as plain as that the Sun shines at Noon) unless it be the Notion that the Directors (who are so justly odious to the World) are themselves very much concerned in these Subscriptions. I believe most of them have released their Contracts, and that all of them are accountable to the Company

pany for the Advantage they make by Subscriptions; however their Case may be very easily distinguished from that of others, who have no manner of Concern with them, but at the time of their Contracts were upon an equal Foot of Hazard for Loss or Gain with those they contracted with, and are no way privy to any part of the Iniquity.

The House of Commons have very honourably declared, That they will not meddle with Contracts, but leave all Parties to the Law: It is hoped therefore, that they will do nothing that will vacate the Contracts concerning the 3d and 4th Subscriptions, as would be the Consequence, if by the Scheme now depending, (to which I heartily wish good Success) they should turn the Third and Fourth Subscriptions into
Stock,

Stock, before the Company give out Receipts for them.

Nor need any thing here said be any Obstruction to the Scheme, (with which Pretence some endeavoured to awe the last General Court) seeing it may be provided in the Bill, That when the Third and Fourth Subscriptions are turned into Stock, the transferring, or rendering to transfer to any Person so much Stock as shall be given in lieu of any Subscription, shall be equivalent to the Tender or Delivery of any Receipt or Receipts of the Company for such Subscription.

I hope, Sir, that these Considerations, or the stronger ones that your own better Judgment will suggest to you, will induce you to exert yourself, and use your Interest in your House, that such Subscribers, as con-

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tented with less Gain than others aspired to, disposed of all or any Part of their Subscription to such as freely and fairly contracted to stand in their stead, may not have so great a Hardship put upon them, as not only to return Money, which they justly looked upon to be their own, and used accordingly; but also to bear the whole Loss, that, notwithstanding the Reduction, must still (as every Body thinks) attend these Subscriptions. Your good Endeavour herein will be an Act of Justice in it self, and a Favour to many of the Subscribers, particularly to

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